

MEMORANDUM OF AGREEMENT

STATE OF TEXAS

COUNTY OF TARRANT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2015 (the "Effective Date"), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas (also referred to as the "District") and **the Texas Juvenile Justice Department (also referred to as "TJJD"), 11209 Metric Blvd. Bldg. H, Suite A, Austin, Texas 78758**, a state agency whose principal place of business is located in Travis County, Texas, for **Willoughby House at 8100 West Elizabeth Lane, Fort Worth, Texas 76116**, located within Tarrant County, Texas, (hereinafter the "Facility").

Whereas, this Memorandum of Agreement between the Fort Worth Independent School District and the **Texas Juvenile Justice Department** has been developed to provide a written document on the relationship that exists in regard to federal programs; and,

Whereas, the Texas Education Agency in the school year 2015-2016 SAS 2015-2016 (Standard Application System,) which includes the three (3) programs listed in the second paragraph, requests the date of a written agreement; and,

Whereas, Special Education is not included in the SAS; and,

Whereas, the Fort Worth Independent School District will provide support from ESEA (Elementary and Secondary Education Act) Title I, Part A, and Title I, Part D., Subpart 2, and from Title II, Part A, through negotiated participation in activities; and,

Whereas, the Facility will make available an October caseload count of children and youth being served by the facility to the Texas Education Agency (TEA), and TEA will advise the Fort Worth Independent School District of the numbers of students to be served and the amount of funding.

WITNESSETH:

For and in consideration of the mutual promises, covenants and obligations contained herein, it is agreed between the District and TJJD as follows:

Term

The term of this Agreement (the "Term") is from July 1, 2015 through June 30, 2016, unless earlier terminated by either party upon thirty (30) days written notice. The term of this Agreement may be further extended by mutual written agreement signed by the parties.

Description of Professional Services

The funds may be used by the Facility, as determined by Title I, Part D federal Statute, to:

- Carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education;
- Provide activities that facilitate the transition of such children and youth from the correctional program in an institution to further education or employment;
- Operate dropout prevention programs in local schools for children and youth who are at-risk of dropping out or youth returning from correctional facilities;
- Provide dropout prevention programs that serve at-risk children and youth (an at-risk child or youth means a school-aged individual who is at-risk of academic failure, has a drug or alcohol problem, is pregnant or is a parent, has previously come into contact with the juvenile justice system, is at least 1 year behind the expected grade level for the age of the individual, is a migrant or an immigrant, has limited English proficiency, is a gang member, has previously dropped out of school, or has a high absenteeism rate at school);
- Coordinate health and social services for children and youth who are at-risk (e.g., day care, drug and/or alcohol abuse counseling and mental health services) if there is a likelihood that providing such services will help these children complete their education;
- Provide special programs that meet the unique academic needs of children and youth who are at-risk, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education and assistance in securing of student loans or grants for postsecondary education; and
- Provide mentoring and peer mediation programs.

Program Implementation Requirements under Subpart 2

- Where feasible, the District will ensure that educational programs in the Facility are coordinated with the student's home school, particularly with respect to students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- The Facility will notify FWISD if the child or youth is identified while in the facility as being in need of special education and related services;
- Where feasible, the District will provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;

- The Facility will provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the correctional facility, or provide them with the skills necessary to gain employment or to seek a secondary school diploma or its recognized equivalent;
- The District will work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- The District will ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards;
- The District and the Facility shall use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the District;
- Where feasible, the Facility and the District, will involve parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
- The district will coordinate Subpart 2 funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce Investment Act of 1998 (P.L. 105-220) and vocational and technical educational funds;
- The District and the Facility shall coordinate Subpart 2 programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- The District and the Facility shall work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

Coordination of Services

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I	Mirgitt Crespo	817-814-2282
ESEA Title II, Part A	Mirgitt Crespo	817-814-2282

Governing Laws

Facility agrees to be bound by any amendments to any State or Federal laws referenced in this Agreement or which affect the services described herein upon the effective date of such amendments.

The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

Non-discrimination

The parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

Public Information

This Agreement is subject to the provisions of the Texas Public Information Act, Section 552 *et seq* of the Texas Government Code. The Fort Worth Independent School District shall disclose the existence, subject matter and costs of this Agreement as provided by law.

Severability

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

Captions

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

Entire Agreement

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily. This Agreement may only be amended by mutual, written agreement signed by both parties and expressly made a part of this Agreement.

Notices

Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time

either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

As to TJJD & Facility *David Reilly*
Executive Director
P.O. Box 12757
Austin, Texas 78711

As to the District: Dr. Patricia Linares
Interim Superintendent
Fort Worth Independent School District
100 North University Drive
Fort Worth, TX 76107

With a copy to: Mirgitt Crespo
Director
Federal Programs
Fort Worth Independent School District
100 North University Drive, SW205
Fort Worth, Texas 76107.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date first above-written.

Fort Worth Independent School District

✓ *Patricia Linares*

Dr. Patricia Linares
Interim Superintendent

Date: 8/18/15

TJJD
David Reilly

David Reilly
Executive Director

Date: 8/15/15